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*Counsel to the DIP/First Lien Group*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

*In re*

**VICE GROUP HOLDING INC., et al.,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 23-10738 (JPM)**

**(Joint Administration Requested)**

**VERIFIED STATEMENT OF THE DIP/FIRST LIEN GROUP  
PURSUANT TO BANKRUPTCY RULE 2019**

Pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), certain beneficial holders or the investment advisors or managers for certain beneficial holders as identified on Exhibit A hereto (collectively, the “**DIP/First Lien Group**”) hereby submit this verified statement (this “**Verified Statement**”), and in support hereof state as follows:

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<sup>1</sup> The last four digits of Debtor Vice Group Holding Inc.’s tax identification number are 4250. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/vice>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 49 South 2<sup>nd</sup> Street, Brooklyn, NY 11211.

1. As of the date of this Verified Statement, Gibson, Dunn & Crutcher LLP (“**Gibson Dunn**”) represents (as that term is defined in Bankruptcy Rule 2019(a)(2)) the (a) the DIP/First Lien Group, comprised of the beneficial holders or the investment advisors or managers for certain beneficial holders that are identified on **Exhibit A** hereto in their capacities as lenders under that certain Amended and Restated Credit and Guaranty Agreement, dated as of November 4, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**” and, the Loans and Multi-Draw Term Loans (each as defined in the Credit Agreement) made thereunder, the “**Term Loans**”) among Vice Group Holding Inc., certain subsidiaries of Vice Group Holding Inc. from time to time party thereto as guarantors, the lenders from time to time party thereto, Fortress Credit Corp. as administrative agent (the “**Administrative Agent**”), and Wilmington Trust, National Association, as collateral agent, and (b) the Administrative Agent. Gibson Dunn has represented the administrative agent and lenders under the Credit Agreement (including the existing lenders constituting the DIP/First Lien Group) since approximately May 2, 2019, and has represented the Administrative Agent since its appointment as administrative agent under the Credit Agreement on or about May 5, 2020.

2. Gibson Dunn does not represent or purport to represent any other entities in connection with the chapter 11 cases of the above-captioned debtors and certain of their subsidiaries and affiliates (collectively, the “**Debtors**”). Gibson Dunn does not represent the DIP/First Lien Group as a “committee” (as such term is used in the Bankruptcy Code and Bankruptcy Rules) and does not undertake to represent the interests of, and is not a fiduciary for, any creditor, party in interest, or other entity other than the DIP/First Lien Group and the Administrative Agent. In addition, the DIP/First Lien Group does not represent or purport to represent any other entities in connection with the Debtors’ chapter 11 cases.

3. Upon information and belief formed after due inquiry, Gibson Dunn does not hold any disclosable economic interests (as that term is defined in Bankruptcy Rule 2019(a)(1)) in relation to the Debtors.

4. The names and addresses of each of the members of the DIP/First Lien Group, together with the nature and amount of the disclosable economic interests held by each of them in relation to the Debtors, are set forth in Exhibit A attached hereto. The information set forth in Exhibit A is based on information provided to Gibson Dunn by the members of the DIP/First Lien Group and is intended only to comply with Bankruptcy Rule 2019 and not for any other purpose.

5. The undersigned verifies that the foregoing is true and correct to the best of its knowledge.

6. Nothing contained in this Verified Statement is intended or shall be construed to constitute: (i) a waiver or release of the rights of any of the members of the DIP/First Lien Group to have any final order entered by, or other exercise of the judicial power of the United States performed by, an Article III court; (ii) a waiver or release of the rights of any of the members of the DIP/First Lien Group to have any and all final orders in any and all non-core matters entered only after de novo review by a United States District Judge; (iii) consent to the jurisdiction of the Court over any matter; (iv) an election of remedy; (v) a waiver of release of any rights of any of the members of the DIP/First Lien Group may have to a jury trial; (vi) a waiver or release of the right to move to withdraw the reference with respect to any matter or proceeding that may be commenced in these chapter 11 cases against or otherwise involving any of the members of the DIP/First Lien Group; or (vii) a waiver or release of any other rights, claims, actions, defenses, setoffs or recoupments to which any of the members of the DIP/First Lien Group are or may be entitled under the Credit Agreement, in law or in equity, applicable law or under any agreement or

otherwise, with all such rights, claims, actions, defenses, setoffs or recoupments being expressly reserved in all respects.

7. The DIP/First Lien Group, through its undersigned counsel, reserves the right to amend or supplement this Verified Statement in accordance with the requirements of the Bankruptcy Rule 2019 at any time in the future.

Dated: May 15, 2023  
New York, New York

Respectfully submitted,

**GIBSON, DUNN & CRUTCHER LLP**

/s/ David M. Feldman

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*Counsel to the DIP/First Lien Group*

**Exhibit A**

<b>Client Name and Address</b>	<b>Term Loan Claims</b>	<b>Other Disclosable Economic Interests</b>
Fortress Credit Advisors LLC, on behalf of funds and accounts managed or advised by it 1345 Avenue of the Americas 46th Floor New York, NY 10105	<b>Term Loan:</b> \$173,141,790.80 <b>2019 Multi-Draw Term Loan:</b> \$33,240,232.94 <b>Multi-Draw Term Loan A:</b> \$54,130,292.99 <b>Multi-Draw Term Loan B:</b> \$20,401,852.71 <b>2023 Multi-Draw Term Loan<sup>1</sup>:</b> \$44,623,712.59	
Monroe Capital LLC on behalf of funds and accounts managed or advised by it 311 South Wacker Drive Suite 6400 Chicago, IL 60606	<b>Term Loan:</b> \$24,734,541.58 <b>2019 Multi-Draw Term Loan:</b> \$4,748,604.69 <b>Multi-Draw Term Loan A:</b> \$7,732,899.12 <b>Multi-Draw Term Loan B:</b> \$2,914,550.538 <b>2023 Multi-Draw Term Loan:</b> \$6,374,916.08	
Soros Fund Management, on behalf of funds and accounts managed or advised by it 250 W. 55th Street New York, NY 10019	<b>Term Loan:</b> \$49,469,083.09 <b>2019 Multi-Draw Term Loan:</b> \$9,497,209.40 <b>Multi-Draw Term Loan A:</b> \$15,465,798.19 <b>Multi-Draw Term Loan B:</b> \$5,829,101.08 <b>2023 Multi-Draw Term Loan:</b> \$12,749,632.17	

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<sup>1</sup> All the 2023 Multi-Draw Term Loan numbers are as of May 10, 2023. The other tranches of debt are as of May 8, 2023.